

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

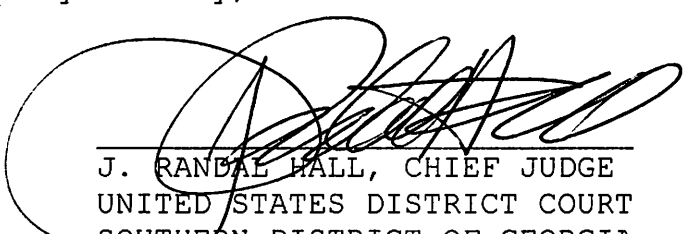
UNITED STATES OF AMERICA)	
)	
v.)	CASE NO. CR 494-85-2
)	
RENARD BRELAND,)	
)	
Defendant.)	
)	

O R D E R

Presently pending before the Court is a "Motion for Return of Collateral" filed by Surety Amy Breland. The Government does not oppose the motion. The Court finds that this case has concluded and there is no reason for bond to continue to be in effect. Thus, the motion (doc. 115) is **GRANTED**.

The Clerk of Court is **DIRECTED** to cancel the Mortgage and Promissory Note on the property, which are attached hereto, and return them to Amy Breland at 121 Kershaw Street, NE, Aiken, South Carolina 29801. The Clerk is further **DIRECTED** to send a certified copy of this order to the Clerk of the R.M.C. for Aiken County, South Carolina, as well as to the attorney for the defendant.

SO ORDERED this 2nd day of July, 2018.



J. RANBAL HALL, CHIEF JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA
 COUNTY OF AIKEN
 I, Peggy J. Whitman, Clerk of R.M.C. for
 Aiken County, South Carolina, do hereby certify
 that the foregoing constitutes a true and correct
 copy of the original document which has been filed
 in my office.

30 day of March, 1994
 Peggy J. Whitman
 Clerk of R.M.C. Aiken County, S.C.
 Deputy Clerk

WHEREAS, Amy Breland the said Mortgagor in and by that certain Note or obligation, being dated the 24th day of March, 1994, stand firmly held and bound unto The United States of America in the penal sum of Twelve Thousand Eight Hundred and no/100 (\$12,800.00) Dollars, conditioned for the payment of the full and just sum of Twelve Thousand Eight Hundred and no/100 (\$12,800.00) Dollars as in and by the said Note and condition thereof, reference being thereunto had, will more fully appear.

Now, Know All Men, That Amy Breland the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said United States of America, in hand well and truly paid by the said Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said United States of America, its successors and assigns the following described property:

ALL that certain lot or parcel of land situate approximately 1,000 feet South of S.C. Highway S2-46 and 0.8 mile East of the Silver Bluff Road and 4.5 miles Northwest of New Ellenton, in the County of Aiken and State of South Carolina, containing 5.05 acres and measuring and bounded as follows: Westerly by a 30 foot roadway for 412 feet; Northerly by property of Moseley for 552.3 feet; Easterly in part by property of Bush and in part by property of Callye Reddock for a total of 412 feet; and Southerly by property of Callye Reddock for 555 feet. All as will more fully appear by reference to a plat thereof made by Charles M. Jones, R.L.S., dated January 11, 1980, and filed in Misc. Book 410 at Page 34, records of the R.M.C. for Aiken County.

This being the same property conveyed to Amy Breland by deed of Callye Reddock, formerly Callye J. Horry, dated May 14, 1985, and recorded May 14, 1985 in Deed Book 877 at Page 260, records of the R.M.C. for Aiken County.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To Have And To Hold all and singular the said premises unto the said United States of America, its successors and assigns forever. And she does hereby bind her heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said United States of America, its successors and assigns, and all other persons whomsoever claiming or to claim the same or any part thereof.

And It Is Agreed, by and between the said parties, that the said mortgagor, her heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Twelve Thousand Eight Hundred and no/100 (\$12,800.00) Dollars, and assign the policy of insurance to the said United States of America or assigns. And in case she or they shall at any time neglect or fail so to do, then the said United States of America or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

And It Is Agreed, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

And It Is Further Agreed, That said Mortgagor Amy Breland, her heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this

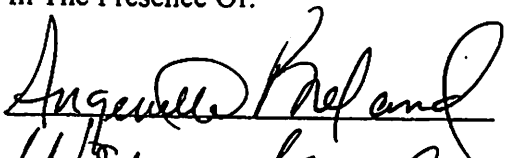
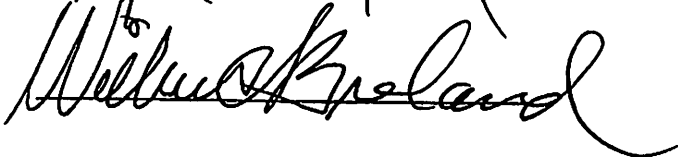
mortgage shall immediately become due and payable, if the mortgage shall so elect.

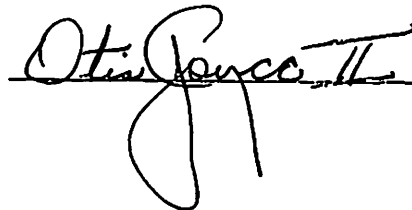
Provided Always, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if Amy Breland the said Mortgagor does and shall well and truly pay, or cause to be paid unto the said United States of America the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises; accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

And It Is Agreed by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

Witness My Hand and Seal this 24th day of March in the year of our Lord one thousand nine hundred and ninety-four and in the one hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In The Presence Of:



STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

Personally appeared before me Otis Joyce II and made oath that he/she
saw the within named Amy Buland sign, seal and as _____ act and deed deliver the
within written Mortgage; and that he/she with William F. Proctor witnessed the
execution thereof.

Sworn to before me this 24th
day of March, 1994.

Otis Joyce II
Notary Public for South Carolina
My Commission Expires: 11/18/98

Otis Joyce II

RECORDED 3-30-94 @ 2900Hr
Peppy J. Whitson
R.M.S. AIKEN COUNTY

Amy Buland
217 Jehossee Dr
Aiken SC 29803

TIMESAVER BLANK No. 7 - TITLE TO REAL ESTATE
PRIVATE PERSON TO PRIVATE PERSON
TIMESAVER PUBLISHING CO., CONWAY, S. C.

STATE OF SOUTH CAROLINA,

COUNTY OF AIKEN

Know all Men by these Presents,

That I, Callye Reddock, formerly Callye J. Horry

in the State aforesaid for and in consideration of the
sum of Five and No/100 (\$5.00) DOLLARS
love and affection

to me paid by Amy Breland (330 Chesterfield Street, North,
Aiken, South Carolina 29801)

in the State aforesaid, (Receipt whereof is hereby acknowledged) _____
have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said
Amy Breland, her heirs and assigns, the following described real
estate, to-wit:

All that certain lot or parcel of land situate approximately
1,000 feet South of S. C. Highway S2-46 and 0.8 mile East of the
Silver Bluff Road and 4.5 miles Northwest of New Ellenton, in the
County of Aiken and State of South Carolina, containing 5.05 acres
and measuring and bounded as follows: WESTERLY by a 30 foot roadway
for 412 feet; NORTHERLY by property of Moseley for 552.3 feet;
EASTERLY in part by property of Bush and in part by property of
Callye Reddock for a total of 412 feet; and SOUTHERLY by property
of Callye Reddock for 555 feet. All as will more fully appear by
reference to a plat thereof made by Charles M. Jones, Registered
Land Surveyor, dated January 11, 1980, a copy of which is hereto
attached and made a part hereof. The said property being a portion
of a tract of 100 acres conveyed to me as Callye J. Horry by deed
of Estee Johnson dated July 18, 1955, and recorded in Title Book
181, at Page 145, of the records of Aiken County, South Carolina.

The property conveyed being a portion of the property designated
on the tax records of Aiken County as Parcel No. 00-111-01-010.

AIKEN COUNTY
TAX ASSESSOR
a Portion of:
00-111-01-010
5-14-85

In Plat see Misc. Bd. 4/16 Page 34

400
Plat 3.00
Acres for \$ _____
Township _____
Purchased _____

JBS, Jr.:

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

CALLYE REDDOCK, formerly
CALLYE J. HORRY

TO (Address)

AMY BRELAND

(5.05 acres)

TITLE TO REAL ESTATE

(Private Individual to Another)

I hereby certify that the within deed has been this

15 day of may A. D.

19 85 Recorded in Book 877 of

deeds, Page 260 at 1130 o'clock _____ M.

Virginia Q. Egle
Clerk of Court of Aiken County

I hereby certify that the within deed has been this

15 day of may A. D. 1985

Transferred on Auditor's Book Page 27p B

George A. L. Williams
Auditor of AIKEN County

TIMESAVER
BLANKS

No. 7
TIMESAVER PUBLISHING Co.
CONWAY, S. C.

Plat

PROMISSORY NOTE

\$ \$25,000.00

FOR VALUE RECEIVED, Amy Breland promise(s) to pay to The United States of America or order the sum of Twenty-Five Thousand and no/100 Dollars, as follows:

Due upon demand of the Clerk of Court pursuant to an Order of Forfeiture from the Court

with interest at the rate of n/a percent, per anum. Upon default in the payable of principal or interest the whole debt shall become immediately due and collectable, at the option of the owner of note, in which case I/we agree to pay all costs of collection, including a reasonable attorney's fees.

WITNESS My HAND(S) AND SEAL(S) this 29TH day of March, 19 94, at Aiken, South Carolina.

Amy Breland (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

ATTESTED TO:

This 29th day of March, Yr. 1994

Patricia McElmurray
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires My Commission Expires February 12, 2001